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BY CERTIFIED MAIL

June 26, 2013

Curt Spalding, Regional Administrator
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Eric Holder, Attorney General
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Bob Perciasepe, Acting Administrator
US EPA Headquarters
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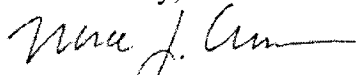
Re: Notice of Filing of **Complaint** and **Consent Decree** in
Clean Water Action v. Doncasters Inc.

Dear Sirs:

In accordance with Section 505(c)(3) of the Federal Water Pollution Control Act, 33 U.S.C. § 1365 (c)(3), and 40 CFR 135.4, we are enclosing a copy of a complaint filed by this office on behalf of Clean Water Action against Doncasters Inc. June 25, 2013.

Also enclosed pursuant to 40 CFR § 135.5 please find an executed copy of the parties' proposed Consent Decree resolving the above captioned action brought under the citizen suit provision of the Federal Water Pollution Control Act. Please feel free to call me if you have any questions about the enclosed. Thank you.

Sincerely,



Nora J. Chorover

Enclosures

cc: Stacey Myers, Esq.

NORA J. CHOROVER (Bar No. 547352)
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Attorneys for Plaintiff
CLEAN WATER ACTION

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

CLEAN WATER ACTION,

Plaintiff,

v.

DONCASTERS INC.,

Defendant.

Case No.

**COMPLAINT FOR DECLARATORY AND
INJUNCTIVE RELIEF AND CIVIL PENALTIES**

(Federal Water Pollution Control Act,
33 U.S.C. §§ 1251 to 1387)

CLEAN WATER ACTION ("CWA") by and through its counsel, hereby alleges:

INTRODUCTION

1. This is a civil suit brought under the citizen suit enforcement provisions of the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq. (the "Clean Water Act" or "the Act"). Plaintiff seeks declaratory judgment, injunctive relief, and other relief the Court deems appropriate with regard to actions taken by Doncasters Inc. which resulted in the discharge of stormwater runoff from the Doncasters facility at 160 Cottage Street, Springfield, Massachusetts, into waters of the United States, in violation of the Act.

2. Activities that take place at industrial facilities, such as material handling and storage, are often exposed to the weather. As runoff from rain or snow melt comes into contact with these materials, it picks up pollutants and transports them to nearby storm sewer systems, rivers, lakes, or coastal waters. Stormwater pollution is a significant source of water quality problems for the nation's waters. The Massachusetts Department of Environmental Protection has determined that

stormwater runoff represents the single largest source responsible for water quality impairments in the Commonwealth's rivers, lakes, ponds, and marine waters.

JURISDICTION AND VENUE

3. This Court has subject matter jurisdiction over the parties and the subject matter of this action pursuant to Section 505(a)(1)(A) of the Act, 33 U.S.C. § 1365(a)(1)(A), and 28 U.S.C. § 1331 (an action arising under the laws of the United States).

4. On February 7, 2013, Plaintiff provided notice of Defendant's violations of the Act, and of its intention to file suit against Defendant (the "Notice Letter"), to the Administrator of the United States Environmental Protection Agency ("EPA"); the Administrator of EPA Region 1; the Commissioner of the Massachusetts Department of Environmental Protection ("DEP"); and to Defendant, as required by the Act, 33 U.S.C. § 1365(b)(1)(A).

5. More than sixty days have passed since notice was served on Defendant and the state and Federal agencies. Plaintiff is informed and believes, and thereupon alleges, that neither the EPA nor the Commonwealth of Massachusetts has commenced or is diligently prosecuting a court action to redress the violations alleged in this complaint. This action is not barred by any prior administrative penalty under Section 309(g) of the Act, 33 U.S.C. § 1319(g).

6. Venue is proper in the District Court of Massachusetts pursuant to Section 505(c)(1) of the Act, 33 U.S.C. § 1365(c)(1), because the source of the violations is located within this judicial district. Plaintiff selects venue in the Springfield Division pursuant to Local Rule 40.1(D)(2) because the alleged violations occurred in that division and the defendant is located in that division.

PARTIES

7. Plaintiff CLEAN WATER ACTION ("CWA") is a nationwide non-profit public benefit corporation organized under the laws of the District of Columbia, with its principal office located in Boston, Massachusetts. CWA has approximately 50,000 members who live, recreate and work in and around waters of the Commonwealth of Massachusetts, including Poor Brook. CWA is

dedicated to working for clean, safe and affordable water, protection of natural resources, the prevention of health-threatening pollution, the creation of environmentally safe jobs and businesses, and the empowerment of people to make democracy work. To further these goals, CWA actively seeks Federal and state agency implementation of the Act and other laws and, where necessary, directly initiates enforcement actions on behalf of itself and its members.

8. Members of CWA have a recreational, aesthetic and/or environmental interest in Poor Brook. One or more of such members use and enjoy Poor Brook for recreation, sightseeing, wildlife observation and/or other activities in the vicinity of and downstream of Defendant's discharges. These members use and enjoy the waters into which Defendant has caused, is causing, and will continue to cause, pollutants to be discharged. The interests of CWA's members have been, are being, and will continue to be adversely affected by Defendant's failure to comply with the Clean Water Act, as alleged herein. The relief sought herein will redress the harms to Plaintiff caused by Defendant's activities.

9. Continuing commission of the acts and omissions alleged herein will irreparably harm Plaintiff and the citizens of the Commonwealth of Massachusetts, for which harm they have no plain, speedy, or adequate remedy at law.

10. Defendant Doncasters Inc. is a corporation organized under the laws of the State of Delaware that owns and operates a steel forging and fabricated metals products facility in Springfield. Storms Forge, Inc. is a division of Defendant Doncasters Inc.

STATUTORY BACKGROUND

11. Pollutant Discharges without a Permit are Illegal. The Clean Water Act makes the discharge of pollution into waters of the United States unlawful unless the discharge is in compliance with certain statutory requirements, including the requirement that the discharge be permitted by the Federal Environmental Protection Agency ("EPA") under the National Pollutant Discharge Elimination System ("NPDES"). Sections 301(a), 402(a) and 402(p) of the Act. 33 U.S.C. §§ 1311(a), 1342(a), 1342(p).

12. EPA Has Made Stormwater Discharges from Primary Metals and Fabricated Metals Facilities Subject to the Requirements of EPA's General Industrial Stormwater Permit. In order to minimize polluted stormwater discharges from industrial facilities, the Federal Environmental Protection Agency has issued a general industrial stormwater permit ("Stormwater Permit"). EPA's Stormwater Permit was first issued in 1995, and was reissued in 2000 and 2008. See 60 Fed. Reg. 50804 (Sept. 29, 1995); 65 Fed. Reg. 64746 (Oct. 30, 2000); 73 Fed. Reg. 56572 (Sept. 29, 2008). Primary metals and fabricated metals facilities are subject to the requirements of this Stormwater Permit. Stormwater Permit, Appendix D, pgs. D-3, D-6.

13. Primary Metals and Fabricated Metals Facilities Must Comply with the Monitoring and Reporting Requirements of the Stormwater Permit. The Stormwater Permit requires these facilities to, among other things:

- a. ensure that stormwater discharges do not cause or have the reasonable potential to cause or contribute to a violation of water quality standards, Stormwater Permit, pg. 16;
- b. conduct monitoring of stormwater discharges at all Facility outfalls in each of the first four full quarters of permit coverage for compliance with benchmark limitations applicable specifically to primary metals and fabricated metals facilities, Stormwater Permit, pp. 35-38, 59, 136;
- c. report all monitoring results for all Facility outfalls to EPA and to the Massachusetts Department of Environmental Protection ("DEP") by specified deadlines, Stormwater Permit, pgs. 41, 140-141;
- d. conduct corrective action after the average of 4 quarterly samples exceeds the EPA benchmark value, Stormwater Permit, pg. 18, 36;
- e. conduct routine facility inspections at least quarterly, quarterly visual assessments, and annual comprehensive inspections to, among other things, sample and assess the water quality of the facility's stormwater discharges, ensure that stormwater control measures required by the Permit are functioning correctly and are adequate to minimize pollutant

discharge, and timely perform corrective actions when they are not, Stormwater Permit, pg. 18-25;

f. timely prepare and submit to EPA annual reports that include findings from the annual comprehensive site inspections and documentation of corrective actions, Stormwater Permit, pg. 24, 41; and

g. comply with any additional state requirements, *see* Stormwater Permit, pg. 140-141.

14. Citizens may bring an action to enforce these requirements. Section 505(a)(1) and Section 505(f) of the Act provide for citizen enforcement actions against any “person,” including individuals, corporations, or partnerships, for violations of NPDES permit requirements and for unpermitted discharges of pollutants. 33 U.S.C. §§ 1365(a)(1) and (f), § 1362(5). An action for injunctive relief under the Act is authorized by 33 U.S.C. § 1365(a). Violators of the Act are also subject to an assessment of civil penalties of up to \$37,500 per day, pursuant to Sections 309(d) and 505 of the Act, 33 U.S.C. §§ 1319(d), 1365 and 40 C.F.R. §§ 19.1 - 19.4.

STATEMENT OF FACTS

15. Defendant owns and operates a facility at 160 Cottage Street, Springfield, Massachusetts (the “Facility”). Operations at the Facility include metals processing and fabricating. Stormwater falling on the Facility is discharged to Poor Brook, a tributary to the Chicopee River.

16. On May 11, 2009, Doncasters informed EPA that stormwater from its facility is discharged to the Chicopee River, and that the facility consists of 7.2 acres. On June 29, 2010, Doncasters informed EPA that stormwater from its facility is discharged to Poor Brook, and that the facility consists of 4 acres.

17. Some activities at the Facility take place outside and are exposed to rainfall. These activities include, but are not limited to, stockpiling and storage of materials, and vehicle and equipment maintenance.

18. Among the sources of pollutants at the Facility are material storage and handling. Other sources of pollutants common at such facilities include vehicle and equipment fueling and

maintenance, waste materials handling storage and disposal, fugitive emissions from metals processing. Pollutants that may be discharged include (but are not limited to) Total Suspended Solids ("TSS") and heavy metals.

19. Stormwater flows over the surfaces of the Facility, collecting pollutants, and some of this stormwater discharges to Poor Brook.

20. The management practices at the Facility are inadequate to prevent the sources of contamination described above from causing the discharge of pollutants to waters of the United States. The Facility lacks sufficient structural controls such as settling basins, grading, berming or roofing to prevent rainfall and stormwater flows from coming into contact with these and other sources of contaminants. The Facility lacks sufficient structural controls to prevent the discharge of water once contaminated. The Facility lacks an adequate system to treat water once contaminated.

21. The Stormwater Permit places benchmark standards on various pollutants as to which the Facility's management practices are inadequate. Those standards include:

22. Total Suspended Solids: Suspended solids in high concentrations block sunlight from reaching vegetation submerged in water bodies, and can cause many problems for water quality and aquatic life, including decreased dissolved oxygen, habitat alteration, and increased pathogens. These problems are exacerbated by the presence of oil and grease, which can float on the water's surface and block sunlight needed by underwater fish and plants. The combination of oil and grease and particulates can also damage stream habitat and sensitive spawning areas when they cling to sand and gravel particles that settle to the bottom of streambeds.

23. Metals: Aluminum, iron, zinc, and other metals can be toxic to fish, aquatic plants, and other aquatic life. They are also hazardous to human life if they enter the water supply. Metals in the form of solid particulate can settle on the bottom of water bodies and destroy bottom-dwelling invertebrates, plants, or incubating fish eggs.

24. Nitrate plus Nitrite Nitrogen: Nitrogen-containing compounds act as nutrients in streams and rivers. Nitrate reactions in fresh water can cause oxygen depletion, and thereby kill aquatic

organisms. Nitrites can produce a serious condition in fish called "brown blood disease." Nitrites also react directly with hemoglobin in human blood and other warm-blooded animals to produce methemoglobin, which is especially dangerous for babies under three months of age.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

Failure to Comply with the Monitoring Requirements of the Stormwater Permit: Violations of 33 U.S.C. § 1311(a)

25. Plaintiff re-alleges and incorporates Paragraphs 1-24, inclusive, as if fully set forth herein.
26. By no later than December 31, 2009, Defendant was to have taken at least four consecutive quarterly samples of its stormwater discharges to ensure that its control measures were minimizing pollutant discharges. See [Stormwater Permit, pp. 18, 35-36, section 6.2.1.2]. Defendant has failed to do so. Defendant failed to conduct monitoring of the stormwater discharges from the Facility for compliance with the benchmark limitations in each of the first four full quarters beginning with the quarter following their Permit coverage in June 2010. At least twelve quarters passed with Defendant failing to conduct the required benchmark monitoring in any four consecutive quarters.
27. Defendant performed no benchmark monitoring at all until April 15, 2013.
28. These violations, which are set forth on Exhibit A hereto, establish an ongoing pattern of failure to comply with the Permit's monitoring requirements.
29. Each of Defendant's violations of the monitoring requirements of the Stormwater Permit is a separate and distinct violation of Section 301(a) of the Act, 33 U.S.C. § 1311(a), for each day on which the failure to monitor occurred and/or continued. Alternatively, each of these violations is a separate and distinct violation for each day on which stormwater was discharged from the facility and on which the violation occurred and/or continued. To the extent it is determined that rain dates are relevant in determining the dates of violations, such dates from July 2010 through June 2013 are set forth on Exhibit B.

SECOND CAUSE OF ACTION

Failure to Conduct Annual Site Inspections: Violations of 33 U.S.C. § 1311(a)

30. Plaintiff re-alleges and incorporates Paragraphs 1-29, inclusive, as if fully set forth herein.

31. Defendant has failed to comply with the Stormwater Permit's requirement to conduct annual comprehensive site inspections. Defendant was required to conduct an annual site inspection each year by September 29 in the years 2009, 2010, and 2011. Stormwater Permit, [4.3.1]. In performing such inspections, Defendant was required to take into account quarterly monitoring data, which it had failed to collect and did not possess. Defendant was further required to maintain onsite documentation of the results of each annual inspection. Stormwater Permit, [4.3.2].

32. These violations, which are set forth on Exhibit A, establish an ongoing pattern of failure to comply with the Permit's inspection requirements.

33. Each of Defendant's violations of the annual inspection requirements of the Stormwater Permit is a separate and distinct violation of Section 301(a) of the Act, 33 U.S.C. § 1311(a), for each day on which the violation occurred and/or continued. Alternatively, each of these violations is a separate and distinct violation for each day on which stormwater was discharged from the facility and on which the failure to timely report occurred and/or continued. To the extent it is determined that rain dates are relevant in determining the dates of violations, such dates from July 2010 through June 2013 are set forth on Exhibit B.

THIRD CAUSE OF ACTION

Failure to Comply with the Reporting Requirements of the Stormwater Permit: Violations of 33 U.S.C. § 1311(a)

34. Plaintiff re-alleges and incorporates Paragraphs 1-33, inclusive, as if fully set forth herein.

35. Defendant is required to report to EPA the sampling results for benchmark parameters applicable to metals processing and fabricating facilities by specific deadlines. Stormwater Permit, [7.1, 8.F.5, 8.AA.5]. Defendant has failed to comply with these reporting requirements.

36. Defendant has also failed to submit to EPA an annual report for 2009, 2010, or 2011, as required by the Permit. Stormwater Permit, [4.3.1, 4.3.2, 7.2].

37. Defendant's violations of the Permit's reporting requirements are separate and distinct from violations of the Permit's monitoring requirements.

38. These violations, which are set forth on Exhibit A, establish an ongoing and continuing pattern of failure to comply with the Permit's reporting requirements.

39. Each of Defendant's violations of the benchmark monitoring reporting and annual reporting requirements of the Stormwater Permit is a separate and distinct violation of Section 301(a) of the Act, 33 U.S.C. § 1311(a), for each day on which the failure to report occurred and/or continued. Alternatively, each of these violations is a separate and distinct violation for each day on which stormwater was discharged from the facility and on which the violation occurred and/or continued. To the extent it is determined that rain dates are relevant in determining the dates of violations, such dates from July 2010 through June 2013 are set forth on Exhibit B.

FOURTH CAUSE OF ACTION

Failure to Reduce and/or Eliminate Pollutants to the Extent Achievable: Violations of 33 U.S.C. § 1311(a)

40. Plaintiff re-alleges and incorporates Paragraphs 1-39, inclusive, as if fully set forth herein.

41. Defendant has failed to comply with the Stormwater Permit's requirement to reduce and/or eliminate pollutants in its stormwater discharges to the extent achievable using control measures (including best management practices) that are technologically available and economically practicable and achievable in light of best industry practice. Stormwater Permit, [2.1].

42. Each of Defendant's violations of the reduction and/or elimination requirements of the Stormwater Permit is a separate and distinct violation of Section 301(a) of the Act, 33 U.S.C. § 1311(a), for each day on which the violation occurred and/or continued. Alternatively, each of these violations is a separate and distinct violation for each day on which stormwater was discharged from the facility and on which the failure to reduce and/or eliminate pollutants occurred

and/or continued. To the extent it is determined that rain dates are relevant in determining the dates of violations, such dates from July 2010 through June 2013, are set forth on Exhibit B.

RELIEF REQUESTED

Wherefore, Plaintiff respectfully requests that this Court grant the following relief:

1. Declare Defendant to have violated and to be in violation of the Act as alleged herein;
2. Enjoin Defendant from discharging pollutants from the Facility and to the surface waters surrounding and downstream from the Facility;
3. Require Defendant to implement the requirements of the Stormwater Permit;
4. Order Defendant to pay civil penalties of up to \$37,500 per day of violation, pursuant to Sections 309(d) and 505(a) of the Act, 33 U.S.C. §§ 1319(d), 1365(a) and 74 Fed. Reg. 626, 627 (2009);
5. Order Defendant to take appropriate actions to restore the quality of navigable waters impaired by their activities;
6. Award Plaintiff's costs (including reasonable investigative, attorney, witness, and consultant fees) as authorized by the Act, 33 U.S.C. § 1365(d); and
7. Award any such other and further relief as this Court may deem appropriate.

Dated: June 26, 2013

Respectfully submitted,

/s/Nora J. Chorover

NORA J. CHOROVER (Bar No. 547352)

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Attorneys for Plaintiff

CLEAN WATER ACTION

EXHIBIT A
DONCASTERS - STORMS FORGE PERMIT VIOLATIONS

Sector	Quarter	Type of Violation	Parameter	Beginning Date of Violation	Earliest End Date of Violation
FI, AA1	1	Failure to Monitor Benchmark	Total Aluminum	September 30, 2010	The present
FI, AA1	1	Failure to Report Benchmark	Total Aluminum	October 30, 2010	The present
FI, AA1	1	Failure to Monitor Benchmark	Total Zinc	September 30, 2010	The present
FI, AA1	1	Failure to Report Benchmark	Total Zinc	October 30, 2010	The present
AA1	1	Failure to Monitor Benchmark	Total Iron	September 30, 2010	The present
AA1	1	Failure to Report Benchmark	Total Iron	October 30, 2010	The present
AA1	1	Failure to Monitor Benchmark	Nitrate plus Nitrite Nitrogen	September 30, 2010	The present
AA1	1	Failure to Report Benchmark	Nitrate plus Nitrite Nitrogen	October 30, 2010	The present
FI, AA1	2	Failure to Monitor Benchmark	Total Aluminum	December 31, 2010	The present
FI, AA1	2	Failure to Report Benchmark	Total Aluminum	January 30, 2011	The present
FI, AA1	2	Failure to Monitor Benchmark	Total Zinc	December 31, 2010	The present
FI, AA1	2	Failure to Report Benchmark	Total Zinc	January 30, 2011	The present
AA1	2	Failure to Monitor Benchmark	Total Iron	December 31, 2010	The present
AA1	2	Failure to Report Benchmark	Total Iron	January 30, 2011	The present
AA1	2	Failure to Monitor Benchmark	Nitrate plus Nitrite Nitrogen	December 31, 2010	The present
AA1	2	Failure to Report Benchmark	Nitrate plus Nitrite Nitrogen	January 30, 2011	The present
FI, AA1	3	Failure to Monitor Benchmark	Total Aluminum	March 31, 2011	The present
FI, AA1	3	Failure to Report Benchmark	Total Aluminum	April 30, 2011	The present
FI, AA1	3	Failure to Monitor Benchmark	Total Zinc	March 31, 2011	The present
FI, AA1	3	Failure to Report Benchmark	Total Zinc	April 30, 2011	The present
AA1	3	Failure to Monitor Benchmark	Total Iron	March 31, 2011	The present
AA1	3	Failure to Report Benchmark	Total Iron	April 30, 2011	The present
AA1	3	Failure to Monitor Benchmark	Nitrate plus Nitrite Nitrogen	March 31, 2011	The present

Sector	Quarter	Type of Violation	Parameter	Beginning Date of Violation	Earliest End Date of Violation
AAI	3	Failure to Report Benchmark	Nitrate plus Nitrite Nitrogen	April 30, 2011	The present
F1, AAI	4	Failure to Monitor Benchmark	Total Aluminum	June 30, 2011	The present
F1, AAI	4	Failure to Report Benchmark	Total Aluminum	July 30, 2011	The present
F1, AAI	4	Failure to Monitor Benchmark	Total Zinc	June 30, 2011	The present
F1, AAI	4	Failure to Report Benchmark	Total Zinc	July 30, 2011	The present
AAI	4	Failure to Monitor Benchmark	Total Iron	June 30, 2011	The present
AAI	4	Failure to Report Benchmark	Total Iron	July 30, 2011	The present
AAI	4	Failure to Monitor Benchmark	Nitrate plus Nitrite Nitrogen	June 30, 2011	The present
AAI	4	Failure to Report Benchmark	Nitrate plus Nitrite Nitrogen	July 30, 2011	The present
F1, AAI	5	Failure to Monitor Benchmark	Total Aluminum	September 30, 2011	The present
F1, AAI	5	Failure to Report Benchmark	Total Aluminum	October 30, 2011	The present
F1, AAI	5	Failure to Monitor Benchmark	Total Zinc	September 30, 2011	The present
F1, AAI	5	Failure to Report Benchmark	Total Zinc	October 30, 2011	The present
AAI	5	Failure to Monitor Benchmark	Total Iron	September 30, 2011	The present
AAI	5	Failure to Report Benchmark	Total Iron	October 30, 2011	The present
AAI	5	Failure to Monitor Benchmark	Nitrate plus Nitrite Nitrogen	September 30, 2011	The present
AAI	5	Failure to Report Benchmark	Nitrate plus Nitrite Nitrogen	October 30, 2011	The present
F1, AAI	6	Failure to Monitor Benchmark	Total Aluminum	December 31, 2011	The present
F1, AAI	6	Failure to Report Benchmark	Total Aluminum	January 30, 2012	The present
F1, AAI	6	Failure to Monitor Benchmark	Total Zinc	December 31, 2011	The present
F1, AAI	6	Failure to Report Benchmark	Total Zinc	January 30, 2012	The present
AAI	6	Failure to Monitor Benchmark	Total Iron	December 31, 2011	The present
AAI	6	Failure to Report Benchmark	Total Iron	January 30, 2012	The present
AAI	6	Failure to Monitor Benchmark	Nitrate plus Nitrite Nitrogen	December 31, 2011	The present

Sector	Quarter	Type of Violation	Parameter	Beginning Date of Violation	Earliest End Date of Violation
AAI	6	Failure to Report Benchmark	Nitrate plus Nitrite Nitrogen	January 30, 2012	The present
F1, AAI	7	Failure to Monitor Benchmark	Total Aluminum	March 31, 2012	The present
F1, AAI	7	Failure to Report Benchmark	Total Aluminum	April 30, 2012	The present
F1, AAI	7	Failure to Monitor Benchmark	Total Zinc	March 31, 2012	The present
F1, AAI	7	Failure to Report Benchmark	Total Zinc	April 30, 2012	The present
AAI	7	Failure to Monitor Benchmark	Total Iron	March 31, 2012	The present
AAI	7	Failure to Report Benchmark	Total Iron	April 30, 2012	The present
AAI	7	Failure to Monitor Benchmark	Nitrate plus Nitrite Nitrogen	March 31, 2012	The present
AAI	7	Failure to Report Benchmark	Nitrate plus Nitrite Nitrogen	April 30, 2012	The present
F1, AAI	8	Failure to Monitor Benchmark	Total Aluminum	June 30, 2012	The present
F1, AAI	8	Failure to Report Benchmark	Total Aluminum	July 30, 2012	The present
F1, AAI	8	Failure to Monitor Benchmark	Total Zinc	June 30, 2012	The present
F1, AAI	8	Failure to Report Benchmark	Total Zinc	July 30, 2012	The present
AAI	8	Failure to Monitor Benchmark	Total Iron	June 30, 2012	The present
AAI	8	Failure to Report Benchmark	Total Iron	July 30, 2012	The present
AAI	8	Failure to Monitor Benchmark	Nitrate plus Nitrite Nitrogen	June 30, 2012	The present
AAI	8	Failure to Report Benchmark	Nitrate plus Nitrite Nitrogen	July 30, 2012	The present
F1, AAI	9	Failure to Monitor Benchmark	Total Aluminum	September 30, 2012	The present
F1, AAI	9	Failure to Report Benchmark	Total Aluminum	October 30, 2012	The present
F1, AAI	9	Failure to Monitor Benchmark	Total Zinc	September 30, 2012	The present
F1, AAI	9	Failure to Report Benchmark	Total Zinc	October 30, 2012	The present
AAI	9	Failure to Monitor Benchmark	Total Iron	September 30, 2012	The present
AAI	9	Failure to Report Benchmark	Total Iron	October 30, 2012	The present
AAI	9	Failure to Monitor Benchmark	Nitrate plus Nitrite Nitrogen	September 30, 2012	The present

Sector	Quarter	Type of Violation	Parameter	Beginning Date of Violation	Earliest End Date of Violation
AA1	9	Failure to Report Benchmark	Nitrate plus Nitrite Nitrogen	October 30, 2012	The present
F1, AA1	10	Failure to Monitor Benchmark	Total Aluminum	December 31, 2012	The present
F1, AA1	10	Failure to Report Benchmark	Total Aluminum	January 30, 2013	The present
F1, AA1	10	Failure to Monitor Benchmark	Total Zinc	December 31, 2012	The present
F1, AA1	10	Failure to Report Benchmark	Total Zinc	January 30, 2013	The present
AA1	10	Failure to Monitor Benchmark	Total Iron	December 31, 2012	The present
AA1	10	Failure to Report Benchmark	Total Iron	January 30, 2013	The present
AA1	10	Failure to Monitor Benchmark	Nitrate plus Nitrite Nitrogen	December 31, 2012	The present
AA1	10	Failure to Report Benchmark	Nitrate plus Nitrite Nitrogen	January 30, 2013	The present

EXHIBIT B

DAYS BETWEEN
JULY 1, 2010 AND JUNE 19, 2013
ON WHICH STORMWATER FROM FACILITY
DISCHARGED TO WATERS OF THE UNITED STATES

July 2010:	10, 11, 23, 24, 29
August 2010:	5, 9, 10, 15, 16, 22
September 2010:	14, 17, 28, 30
October 2010:	1, 2, 6, 7, 15, 16, 27, 28
November 2010:	5, 8, 17, 26
December 2010:	2, 13, 14, 27
January 2011:	12, 13, 18, 19, 21, 27
February 2011:	2, 3, 6, 8, 21, 25, 26, 27
March 2011:	1, 7, 11, 12, 17, 22
April 2011:	1, 5, 6, 13, 14, 17, 20, 24, 29
May 2011:	5, 8, 16, 17, 18, 19, 20, 24
June 2011:	2, 9, 10, 11, 12, 16, 18, 23, 24, 25, 26, 29
July 2011:	4, 7, 8, 9, 26, 27
August 2011:	7, 10, 15, 16, 22, 26, 28, 29
September 2011:	6, 7, 8, 16, 22, 24, 29, 30
October 2011:	1, 4, 5, 13, 14, 15, 20, 27, 28, 30
November 2011:	11, 17, 23, 30
December 2011:	8, 22, 23, 28, 31
January 2012:	1, 2, 12, 13, 19, 20, 23, 24, 27, 28
February 2012:	25
March 2012:	1, 3, 13, 29
April 2012:	2, 22, 23
May 2012:	2, 3, 9, 10, 15, 16, 23, 30
June 2012:	2, 3, 4, 5, 13, 14, 23, 24, 25, 26
July 2012:	3, 16, 24, 25, 29
August 2012:	5, 6, 11, 12, 15, 18, 28
September 2012:	5, 9, 15, 19, 23, 28, 29
October 2012:	3, 5, 8, 11, 14, 15, 16, 20, 30, 31
November 2012:	13, 14
December 2012:	3, 8, 9, 10, 17, 18, 19, 21, 22, 27, 28, 30
January 2013:	12, 16, 17, 29, 30, 31
February 2013:	9, 12, 20, 25, 27, 28
March 2013:	8, 13, 19, 20
April 2013:	1, 10, 12, 13, 20, 25
May 2013:	9, 10, 11, 12, 20, 22, 24, 25, 26, 29, 30
June 2013:	3, 4, 7, 8, 11, 12, 14, 18, 19

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Attorneys for Plaintiff
CLEAN WATER ACTION

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

CLEAN WATER ACTION,

Plaintiff,

v.

DONCASTERS INC.,

Defendant.

Case No. 1:13-cv-11531-PBS

**THE PARTIES' NOTICE TO THE COURT OF
COMMENCEMENT OF 45 DAY PERIOD FOR UNITED STATES
TO REVIEW PARTIES' PROPOSED CONSENT DECREE**

The parties are pleased to report that they have agreed to the terms of a settlement in this action as set forth in the attached Consent Decree. The Citizen Suit provision of the Federal Water Pollution Control Act provides

No consent judgment shall be entered in an action in which the United States is not a party prior to 45 days following the receipt of a copy of the proposed consent judgment by the Attorney General and the Administrator.

33 U.S.C. § 1365(c)(3).

Plaintiff's counsel has today sent copies of the fully executed Consent Decree to the Administrator, Environmental Protection Agency, Washington, DC 20460, and the United States Department of Justice, Citizen Suit Coordinator, Environment and Natural Resources Division Law and Policy Section, P.O. Box 4390, Ben Franklin Station, Washington, D.C. 20044-4390 in accordance with the requirements of the statute and with 40 CFR § 135.5. Counsel for plaintiff will inform the Court of the date upon which the Administrator and the Attorney General receive copies of the Consent Decree and the date on which the United States' 45 day review period expires.

The parties jointly request that the attached Consent Decree be entered by the Court at the expiration of the 45 day review period set forth in 33 U.S.C. § 1365(c)(3).

June 24, 2013

/s/ Nora J. Chorover

NORA J. CHOROVER (BBO # 547352)
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Boston, MA 02114
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Fax: 617-742-5858
nchorover@sswg.com

Attorneys for Plaintiff
CLEAN WATER ACTION

/s/ Stacey H. Myers

STACEY H. MYERS (BBO # _____)
Hunsucker Goodstein PC
5335 Wisconsin Avenue N.W. Suite 360
Washington, D.C. 20015
smyers@hgnlaw.com

Attorneys for Defendant
DONCASTERS INC.

CERTIFICATE OF E-SERVICE

I hereby certify that the parties' Notice of Commencement of 45 Day Review Period, filed electronically through the ECF system with the Court on June 24, 2013, has been sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as non-registered participants on June 24, 2013

Nora J. Chorover
NORA J. CHOROVER (Bar No. 547352)

Attorney for Plaintiff
CLEAN WATER ACTION

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS
Springfield Division**

**CLEAN WATER ACTION,
Plaintiff,**

v.

DONCASTERS INC.,
Defendant.

Case No. 1:13-cv-11531-PBS

CONSENT DECREE

WHEREAS, Clean Water Action ("Clean Water Action") is a nationwide non-profit organization working for prevention of pollution in the nation's waters, protection of natural resources, creation of environmentally-safe jobs and businesses, and empowerment of people to make democracy work;

WHEREAS, defendant Doncasters Inc. ("Doncasters") operates a steel forging and fabricated metals products facility in Springfield, Massachusetts (the "Facility");

WHEREAS, Clean Water Action alleges that storm water coming into contact with industrial activity at the Facility discharges to Poor Brook;

WHEREAS, Doncasters' storm water discharges associated with certain industrial activities at the Facility are regulated pursuant to the Federal Clean Water Act (the "Act") and covered by the Final National Pollutant Discharge Elimination System ("NPDES") Multi-Sector General Permit issued by the United States Environmental Protection Agency (the "Storm Water

Permit"). *See* U.S.C. §§ 1311(a), 1342(a), 1342(p); 65 Fed. Reg. 64746 (Oct. 30, 2000); 73 Fed. Reg. 56572 (Sept. 29, 2008);

WHEREAS, on February 7, 2013, Clean Water Action provided notice of alleged violations of the Act, and of Clean Water Action's intention to file suit against Doncasters to the Administrator of the United States Environmental Protection Agency ("EPA"); the Administrator of EPA Region I; the Massachusetts Department of Environmental Protection; and to Doncasters, pursuant to Section 505 of the Act, 33 U.S.C. § 1365;

WHEREAS, following receipt of the February 7, 2013 Notice, Doncasters has submitted to EPA a modification of its NOI to correctly reflect the responsible corporate officer; performed quarterly sampling for the first quarter of 2013 and submitted discharge monitoring report reflecting the results of that sampling to EPA; completed the 2013 comprehensive annual site inspection and submitted the Annual Reporting Form reflecting the results of that inspection; completed the monthly visual inspections for January-May of 2013 and the quarterly visual assessment for the first quarter of 2013; conducted dye testing and inspection via video camera to confirm the direction and flow of storm water as it drains from the Facility; updated its Storm Water Pollution Prevention Plan ("SWPPP") effective May 15, 2013, and conducted training of Doncasters' personnel on the Pollution Prevention Team; and cleaned out the catch basins and drain lines that convey storm water from the Facility;

WHEREAS, Doncasters anticipates that these enhancements, together with implementation of the Best Management Practices ("BMPs") and other measures set forth herein and in Doncasters' updated SWPPP, will ensure compliance with applicable state water quality standards and any applicable benchmark concentrations or other effluent standards set forth in the Storm Water Permit;

WHEREAS, the parties have decided that it is in the best interest of all parties to resolve the litigation by agreement without adjudication of any fact, allegation or law set forth above;

WHEREAS, this Consent Decree ("Consent Decree") shall be submitted to the United States Department of Justice for the forty-five (45) day statutory review period, pursuant to 33 U.S.C. § 1365(c).

NOW THEREFORE IT IS HEREBY STIPULATED BETWEEN THE SETTLING PARTIES, AND ORDERED AND DECREED BY THE COURT, AS FOLLOWS:

INJUNCTIVE RELIEF

1. Doncasters agrees to operate the Facility in compliance with the applicable requirements of the Storm Water Permit and the Act.
2. Doncasters shall implement the following measures:
 - A. Compliance Monitoring. Doncasters shall ensure that samples collected are "representative of the volume and nature of the monitored activity." Doncasters shall comply with the terms of the Storm Water Permit, including Section 6 of the permit, and with Appendix B, sections 10-12. Doncasters shall follow the procedures set forth in EPA's Industrial Storm Water Monitoring and Sampling Guide (March 2009) and Doncasters' updated SWPPP. Doncasters shall use ESS Group Inc. to perform all monitoring during the first four quarters that this Consent Decree is in effect.

Doncasters shall use ESS Group or Doncasters' personnel trained by ESS Group to collect any required samples during the remaining term of this Consent Decree.

Sampling events shall be preceded by at least three calendar days without storm water discharge from the sampled outfalls. Doncasters shall provide Clean Water Action with copies of the analytical laboratory results of the sampling within seven days of

receiving them. Nothing in this paragraph limits Doncasters' sampling obligations under the Storm Water Permit.

B. Reporting Practices. Doncasters shall report monitoring data collected pursuant to the Storm Water Permit to EPA in accordance with section 7.1 of the Storm Water Permit and shall note information required under Section 6 of the Storm Water Permit and, to the extent applicable, Appendix B, sections 10-12.

C. Control Measures.

- 1) Upon entry of this Consent Decree, Doncasters shall continue with its ongoing efforts to move the metal dies used in the forging process to indoor storage locations and will use commercially reasonable efforts to complete this process.
- 2) Within forty-five (45) days of entry of this Consent Decree, Doncasters shall submit all necessary and appropriate requests to relevant governmental entities to obtain the permits and approvals as necessary to improve the earthen berm existing at the Facility to a height of approximately two feet and improve the earthen berm so that it provides a contiguous barrier against fugitive storm water run-off along the north west/northeast perimeter of the Facility as depicted in Exhibit A hereto.
- 3) Thereafter, Doncasters will timely take any necessary further actions to obtain the necessary government permits and approvals to improve the earthen berm, as depicted in Exhibit A. Doncasters shall notify Clean Water Action in writing within fifteen (15) days after it becomes aware that one or more governmental entities from which a permit or approval is necessary will not

approve the earthen berm improvement as depicted in Exhibit A. Should this occur, Doncasters and Clean Water Action will negotiate in good faith, on a timely basis, in an attempt to agree on modifications that may be necessary to obtain the required governmental approvals and/or any other modifications that may be necessary in light of Doncasters' inability to obtain government permits and approvals of the earthen berm improvement. The foregoing shall not restrict Doncasters from agreeing to minor revisions to the earthen berm improvement in the course of obtaining governmental approvals, provided such revisions do not materially change the substance or performance of the earthen berm improvements.

4) Doncasters will complete the improvements to the earthen berm within 90 days of receipt of authorization from the Springfield Conservation Commission to undertake this work, or as soon as practical thereafter if adverse weather conditions (i.e. winter weather) preclude completion of these improvements within 90 days. Upon completion of these improvements, Doncasters shall provide written notification to Clean Water Action of such completion (the "Notice of Completion").

5) Nothing in this Consent Decree will prevent Doncasters from seeking a "No Exposure Certification" if the conditions for such certification exist.

D. Operation and Maintenance of Storm Water Controls. Doncasters shall maintain the berm and other structural storm water controls at the Facility in proper operating condition, and include inspection of the berm as an element of the quarterly visual

assessment and comprehensive annual site inspection once the berm improvements have been made.

E. Involvement by Clean Water Action.

- 1) Doncasters shall permit representatives of Clean Water Action to perform up to two site visits to the Facility during normal daylight business hours during each year that this Consent Decree is in effect; provided that Clean Water Action notifies Doncasters in writing at least two (2) business days in advance of any such site visit.
- 2) For the term of this Consent Decree, Doncasters shall provide Clean Water Action with copies of all documents it submits to EPA, the Commonwealth of Massachusetts and/or the City of Springfield concerning the Facility's storm water discharges, including but not limited to (a) all documents concerning the earthen berm; (b) all documents and reports submitted as required by the Storm Water Permit; (c) all laboratory reports and analytical results of storm water sampling performed by or for Doncasters; and (d) all reports of the quarterly and annual Facility inspections and visual assessments required by the Permit. Any documents submitted to a governmental entity pursuant to this sub-paragraph, such as quarterly Discharge Monitoring Reports ("DMRs"), Annual Reporting Forms, or documents concerning approval of the earthen berm improvements shall be submitted to Clean Water Action by emailing them to nchorover@sswg.com contemporaneously with submission to the governmental entity. Doncasters Monthly Visual Inspection Forms (see Appendix B to the updated SWPPP), Quarterly Visual Monitoring Inspection

Forms (see Appendix C to the updated SWPPP) and Quarterly Sampling Analytical Form, including laboratory results for the samples (see Appendix D to the updated SWPPP) shall be submitted to Clean Water Action in the same manner, within seven (7) business days of their completion.

- 3) To expedite its compliance monitoring activities as provided by this Consent Decree, Clean Water Action has provided a compliance questionnaire to Doncasters in the form attached hereto as Exhibit B. Doncasters shall complete the questionnaire to the best of its knowledge and provide the completed questionnaire to Clean Water Action at the same time that it provides copies of its Quarterly Visual Monitoring Inspection Forms.

PAYMENT, FEES AND COSTS

3. Within 15 days of the Effective Date, Doncasters shall pay the sum of \$49,000 for use on projects benefitting water quality in Poor Brook or the Chicopee River (the "Payment"). The Payment shall be conditioned on the following: (a) the Payment or any portion thereof shall not be disbursed or otherwise granted directly or indirectly to Clean Water Action; and (b) projects funded by the Payment shall be designed to benefit water quality within thirty (30) miles of the Facility. The Payment shall be made out to Pioneer Valley Planning Commission and shall be delivered by certified mail, return receipt requested to: Chris Curtis, Pioneer Valley Planning Commission, 60 Congress Street, Springfield, MA 01104-3419. A copy of such Payment shall be provided to Clean Water Action.

4. Within 15 days of the Effective Date, Doncasters shall reimburse Clean Water Action in the amount of \$25,000 to defray Clean Water Action's investigation fees and costs, expert fees and costs, and attorneys' fees incurred up to the date of entry of this Consent Decree. Payments

shall be made by certified check or money order, made out to Stern, Shapiro, Weissberg & Garin, LLP, Client Trust Account, and be delivered by certified mail, return receipt requested, to Nora J. Chorover, at the address listed in paragraph 17.

5. Within sixty days of the Effective Date of this Consent Decree, Doncasters shall pay to Clean Water Action \$15,000 to be placed in the Client Trust Account held for its benefit by Stern, Shapiro, Weissberg & Garin, LLP, to be used to reimburse Clean Water Action for fees and costs incurred to monitor Doncasters' compliance with this Consent Decree for a term of three years after the date this Consent Decree is executed by both of the parties. Clean Water Action shall provide Doncasters with an accounting of the amounts withdrawn from these funds on each anniversary of the execution of this Consent Decree by the parties during the three year term. Any funds remaining from the \$15,000 at the expiration of the three year term shall be remitted to Doncasters within thirty days of the expiration of the three year term. Nothing in this paragraph shall restrict Clean Water Action's right to seek additional compensation for fees and costs it incurs to address Doncasters' noncompliance with this Consent Decree.

EFFECTIVE DATE OF CONSENT DECREE

6. The parties recognize that, pursuant to 33 U.S.C. §1365(c)(3), this Consent Decree cannot be entered until forty-five (45) days after the receipt of a copy of the proposed Consent Decree by the United States Attorney General and the EPA. Therefore, upon signing of this Consent Decree by the parties, Clean Water Action shall serve, or cause to be served, copies of this Consent Decree upon the EPA Administrator, the Regional EPA Administrator, and the Attorney General for review, as required by 40 C.F.R. §135.5. Upon the expiration of the forty-five (45) day review period provided by 33 U.S.C. §1365(c)(3), the parties will jointly move the Court for entry of this Consent Decree and issuance of a Final Judgment and jointly seek a Stipulation of

Dismissal with Prejudice; the date that the Court issues a Final Judgment and the Stipulation of Dismissal with Prejudice is the Effective Date of this Consent Decree.

RELEASE

7. Upon the Effective Date of this Consent Decree, Clean Water Action, on its own behalf and on behalf of its members, parents, subsidiaries, affiliates, successors, assigns, directors, officers, agents, attorneys, representatives, and employees, releases Doncasters and all its members, parents, subsidiaries, affiliates, directors, officers, agents, attorneys, representatives, employees, predecessors, successors, and assigns from, and waives, all claims, whether known or unknown, for damages, penalties, fines, sanctions, mitigation, fees (including fees of attorneys, experts, and others), costs, expenses or any other sum incurred or claimed or which could have been claimed in this Action, for the alleged failure of Doncasters to comply with the Act and the Storm Water Permit at the Facility, up to the date on which this Consent Decree is executed by the parties. Clean Water Action does not release any claims to enforce any term of this Consent Decree.

8. Doncasters, on its own behalf and on behalf of its parents, subsidiaries, affiliates, successors, assigns, directors, officers, agents, attorneys, representatives, and employees, releases Clean Water Action and its members, subsidiaries, affiliates, successors, assigns, directors, officers, agents, attorneys, representatives, and employees from, and waives, all claims, whether known or unknown, which arise from or pertain to this Action, including all claims for fees (including fees of attorneys, experts, and others), costs, expenses or any other sum incurred or claimed or which could have been claimed for matters associated with or related to this Action up to the date on which this Consent Decree is executed by the parties. Doncasters does not release any claims to enforce any term of this Consent Decree.

MISCELLANEOUS PROVISIONS

9. This Consent Decree was entered by the parties as a settlement of disputed matters and neither this Consent Decree or any action taken pursuant to it shall be construed as an admission of any fact or liability, either expressed or implied, and this Consent Decree shall not be offered by the parties hereto or any other person as evidence of any alleged fact or liability, nor entered in any legal or administrative proceeding for any purpose other than to enforce the terms hereof.
10. The Term of this Consent Decree shall be three years after the date it was executed by both of the parties.
11. This Consent Decree shall be binding on the parties and on their successors and assigns.
12. This Consent Decree may be executed in one or more counterparts which, taken together, shall be deemed to constitute one and the same document.
13. In the event that any of the provisions of this Consent Decree is held by a court to be unenforceable, the validity of the enforceable provisions shall not be adversely affected.
14. The language in all parts of this Consent Decree, unless otherwise stated, shall be construed according to its plain and ordinary meaning.
15. The undersigned are authorized to execute this Consent Decree on behalf of their respective parties and have read, understood and agreed to all of the terms and conditions of this Consent Decree.
16. All agreements, covenants, representations and warranties, express or implied, oral or written, of the parties concerning the subject matter of this Consent Decree are contained herein.
17. Any notices or documents required or provided for by this Consent Decree or related thereto that are to be provided to Clean Water Action pursuant to this Consent Decree shall be

hand delivered or sent by U.S. Mail, postage prepaid, and addressed as follows, or sent via electronic mail to:

Nora J. Chorover
Attorney for Clean Water Action
Stern, Shapiro, Weissberg & Garin, LLP
90 Canal Street, 5th Floor
Boston, MA 02114
nchorover@sswg.com

Any notices or documents required or provided for by this Consent Decree or related thereto that are to be provided to Doncasters pursuant to this Consent Decree shall be sent by U.S. Mail, postage prepaid, and addressed as follows, or sent via electronic mail to:

Stacey H. Myers
Attorney for Doncasters, Inc.
Hunsucker Goodstein PC
5335 Wisconsin Avenue N.W. Suite 360
Washington, D.C. 20015
smyers@hgnlaw.com

Charles R. Rountree
President
Doncasters Inc.
36 Spring Lane
Farmington, CT 06032
crountree@doncasters.com


Each party shall notify the other parties of any change in their contact information within fourteen (14) days of any such change.

18. Signatures of the parties transmitted by facsimile or electronic mail are binding.
19. If for any reason the Court should decline to approve this Consent Decree in the form presented, the parties shall agree to work together to modify this Consent Decree within thirty (30) days to endeavor to make it acceptable to the Court.
20. This Court shall retain jurisdiction over this matter and allow this action to be reopened for the purpose of enabling the Parties to this Consent Decree to apply to the Court for any

further order that may be necessary to construe, carry out, enforce compliance and/or resolve any dispute regarding the terms or conditions of this Consent Decree.

Clean Water Action

By:


Doncasters, Inc.

By: Charles R Roundtree
President


Dated: _____

Dated: June 24, 2013

APPROVED:

United States District Judge

further order that may be necessary to construe, carry out, enforce compliance and/or resolve any dispute regarding the terms or conditions of this Consent Decree.



Clean Water Action
By: Kathleen E. Aterno
National Managing Director

Dated: June 17, 2013

Doncasters, Inc.
By:

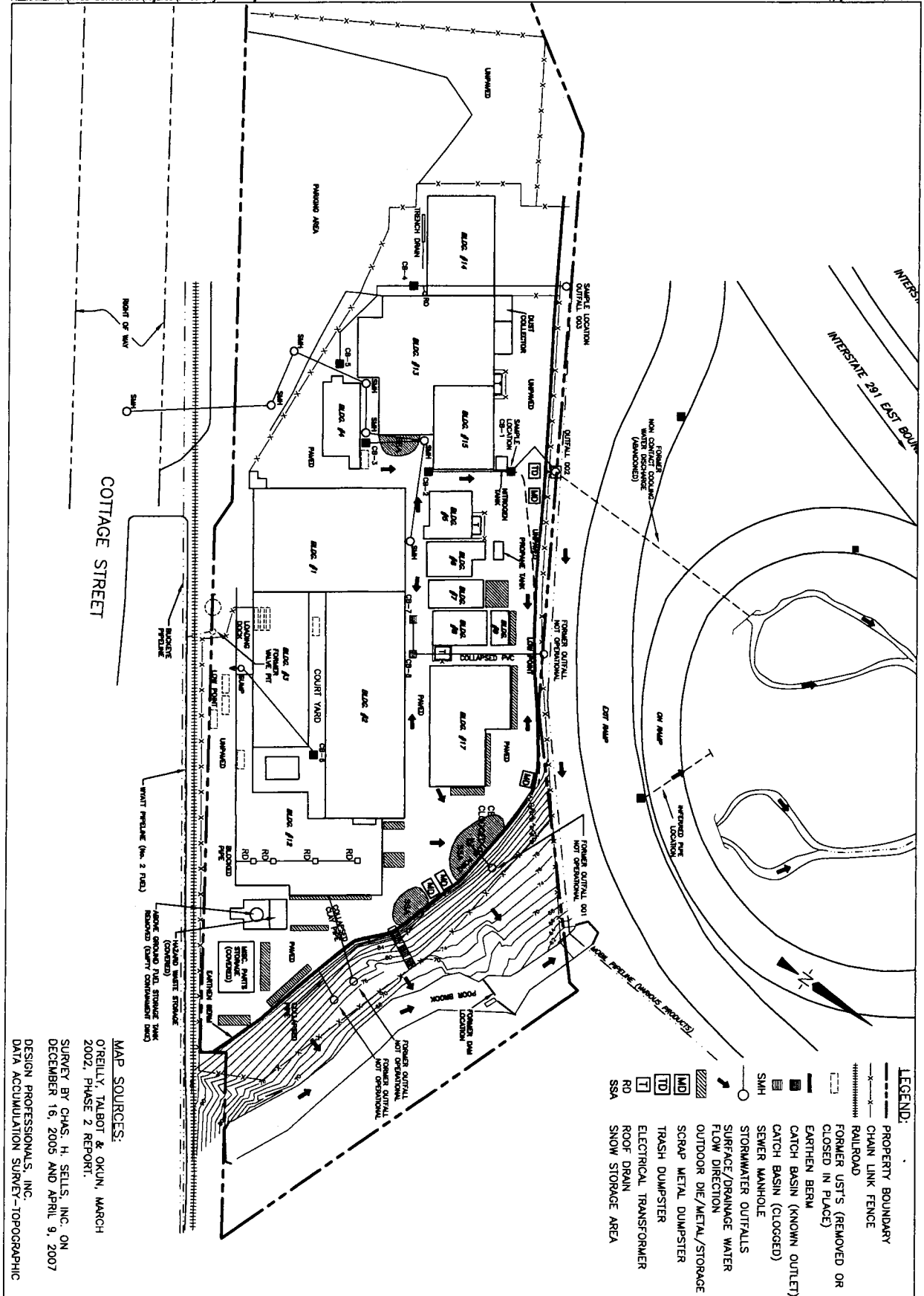
Dated: _____

APPROVED:

United States District Judge

DATE: May 14, 2013 - 1:36PM
FILENAME: H:\H163 Doncasters\Figures\H163 Figure 2.dwg

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Doncasters - Storm Forge Division
160 Cottage Street
Springfield, Massachusetts 01104-3250

Scale: 1"=60'
0 80 FEET

**STORM WATER PREVENTION PLAN
DRAINAGE AREA SITE MAP
UPDATED MAY, 2013**

EXHIBIT B TO CONSENT DECREE

COMPLIANCE QUESTIONNAIRE

Facility: DONCASTERS INC. STORMS FORGE FACILITY

Date: _____

Quarter: _____

1. Are all analytical results for this quarter's sampling attached hereto?

YES NO

If so, please list each outfall that a sample was taken from and the sampling date:

a. Outfall:	_____	Sample Date:	_____
b. Outfall:	_____	Sample Date:	_____
c. Outfall:	_____	Sample Date:	_____
d. Outfall:	_____	Sample Date:	_____
e. Outfall:	_____	Sample Date:	_____
f. Outfall:	_____	Sample Date:	_____
g. Outfall:	_____	Sample Date:	_____
h. Outfall:	_____	Sample Date:	_____

2. After a collection of 4 quarterly samples, (a) does the average of the 4 monitoring values for any parameter exceed the benchmark, or (b) is an exceedance of the 4 quarter average mathematically certain as a result of any quarterly monitoring conducted to date?

YES NO

If so, please list all actions taken to mitigate or eliminate exceedance and the actual or expected completion date of each action:

a. Outfall:	_____	Action:	_____
	_____	Completion Date:	_____
b. Outfall:	_____	Action:	_____
	_____	Completion Date:	_____

c. Outfall:	_____	Action: _____
	_____	Completion Date: _____
d. Outfall:	_____	Action: _____
	_____	Completion Date: _____
e. Outfall:	_____	Action: _____
	_____	Completion Date: _____
f. Outfall:	_____	Action: _____
	_____	Completion Date: _____
g. Outfall:	_____	Action: _____
	_____	Completion Date: _____
h. Outfall:	_____	Action: _____
	_____	Completion Date: _____
i. Outfall:	_____	Action: _____
	_____	Completion Date: _____

3. Has the facility conducted construction and/or implemented improvements/best practice measures as required under the Consent Decree?

YES NO

If so, please list all actions taken and actual or expected completion date:

a. Outfall:	_____	Action: _____
	_____	Completion Date: _____
b. Outfall:	_____	Action: _____
	_____	Completion Date: _____
c. Outfall:	_____	Action: _____
	_____	Completion Date: _____

d. Outfall:	_____	Action:_____
	_____	Completion Date:_____
e. Outfall:	_____	Action:_____
	_____	Completion Date:_____
f. Outfall:	_____	Action:_____
	_____	Completion Date:_____
g. Outfall:	_____	Action:_____
	_____	Completion Date:_____
h. Outfall:	_____	Action:_____
	_____	Completion Date:_____
i. Outfall:	_____	Action:_____
	_____	Completion Date:_____

4. Has the facility updated its Stormwater Management Plan or SWPPP in accordance with the Consent Decree?

YES NO

If so, please list the updates:

5. Has the facility made any changes/updates to its operation and maintenance plans in accordance with the Consent decree or otherwise?

YES NO

If so, please list all changes below, including date of change and whether change is ongoing:

6. Additional information and/or questions that will assist with compliance monitoring:_____

[illegible]